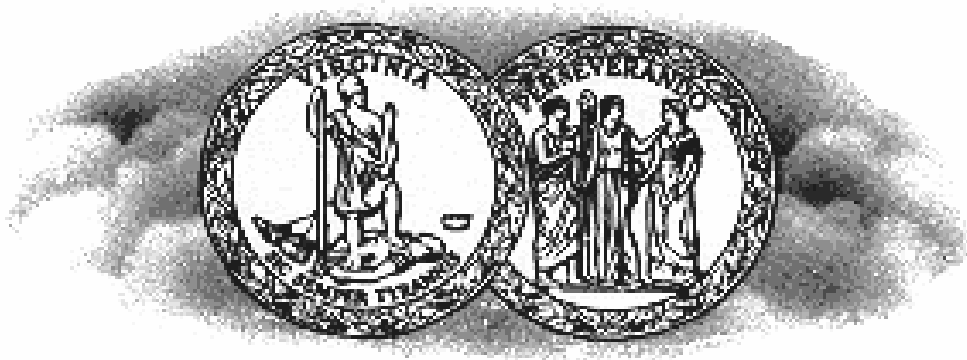


COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

Request For Proposals #SCC-09-001-IRD

Virginia Energy Sense Consumer Education and Outreach Program



VIRGINIA STATE CORPORATION COMMISSION
TYLER BUILDING
PO BOX 1197
RICHMOND, VIRGINIA 23218-1197

Issue Date: April 1, 2009

Sealed Proposals Shall be Received Until **2:00 P.M., May 5, 2009**

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSALS

Issue Date: April 1, 2009

RFP #SCC-09-001-IRD

Title: *Virginia Energy Sense* Consumer Education and Outreach Program

Commodity Code: 91501 – Advertising Agency Services
91876 – Marketing Consulting

Issuing Agency: COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
OFFICE OF COMMISSION COMPTROLLER
PROCUREMENT OFFICE
1300 E. MAIN STREET
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 E. Main Street

Period of Contract: From Date of Award, for a one (1) Year Term, Four (4) 1-year Renewal Options

Sealed Proposals Will Be Received Until 2:00 p.m., May 5, 2009 For Furnishing the Services Described Herein.

All Inquiries for Information Should Be in Writing and Directed To: Jim Warren, Phone: (804) 371-9581, fax: (804) 371-9836, or e-mail: Jim.Warren@scc.virginia.gov.

IF PROPOSALS ARE MAILED, SEND TO:

Jim Warren, VCO
State Corporation Commission
Office of Commission Comptroller
Procurement Office
PO Box 1197
Richmond, VA 23218-1197

IF PROPOSALS ARE HAND DELIVERED,
DELIVER DIRECTLY TO:

Jim Warren, VCO
State Corporation Commission
Office of Commission Comptroller
Procurement Office
Tyler Bldg., 1300 E. Main St., 7th Floor
Richmond, VA 23219

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

_____ Zip Code: _____

FBI/FIN NO.: _____

Telephone Number: (_____) _____

FAX No: (____) _____

Date: _____
By: _____
(Signature in Ink)
Name: _____
(Please Print)
Title: _____
E-mail: _____

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I. PURPOSE:

The State Corporation Commission ("SCC") is issuing this Request For Proposals ("RFP") for purposes of establishing a term contract with a qualified source to work in conjunction with the SCC in providing the public relations, advertising and market research for the Commonwealth's *Virginia Energy Sense* consumer education and outreach program.

II. PROPOSAL INQUIRIES/POINT OF CONTACT:

All inquiries concerning this RFP must be submitted in writing by e-mail or US mail and are limited to the single-point-of-contact (SPOC) indicated below, citing the RFP title, RFP number, page, section, and paragraph. To ensure timely and adequate consideration of all proposals, potential Offerors are to limit all contact, whether verbal or written, pertaining to this RFP, to the designated SPOC for the duration of the RFP process. Failure to do so will compound the complexity of this procurement program and may jeopardize further consideration of an Offeror's proposal.

SPOC E-Mail: Jim.Warren@scc.virginia.gov
SPOC Tele #: (804) 371-9581

The SCC assumes no liability for assuring accurate/complete e-mail transmission/receipt and will not acknowledge receipt. No verbal responses will be provided.

Inquiries must be received by the SPOC no later than five (5) business days prior to the proposal due date. Questions received later than this date will not be considered properly submitted and will not be considered. The SCC intends to issue a written response via email to properly submitted questions. The SCC may consolidate and/or paraphrase questions for sufficiency and clarity. The SCC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.

III. BACKGROUND:

During the 2008 session of the General Assembly, the legislature adopted Senate Bill 596 (Chapter 883 of the 2008 Acts of the General Assembly) that included a provision directing the SCC to develop and implement an electric energy consumer education program for retail customers for purposes of providing information regarding energy conservation, energy efficiency, demand-side management, demand response, and renewable energy. The program is titled *Virginia Energy Sense* and is the Commonwealth's statewide consumer education and outreach program under the administration of the State Corporation Commission (SCC). The program will encourage electric energy efficiency and conservation in Virginia households, businesses, and institutions. The overall energy policy goal of the Commonwealth (§ 67-102) is to reduce electricity consumption by Virginians by ten percent of the amount of electric energy consumed by retail customers in 2006 and achieve this goal by the year 2022. Under the direction of the SCC, this education effort will result in a one-stop information source to help guide Virginia consumers through specific steps they can take to increase energy efficiency to help reduce energy costs.

IV. GLOSSARY OF TERMS:

The following terms and definitions apply to this RFP and any resulting contract:

Contractor – The term “Contractor” refers to the person/firm awarded a contract to provide the services required in this solicitation.

Offeror – The term “Offeror” refers to a person/firm who makes an offer by submitting a proposal in response to this solicitation.

Education Advisory Committee – The committee is comprised of individual consumers, representatives of electric utilities, state agencies, consumer and environmental groups, the energy services industry, and community-based organizations. The purpose of the committee is to review SCC energy conservation outreach activities (and those of a public relations/advertising/market research firm hired by the SCC in connection with the program), recommend changes or improvements, and monitor the success of achieving program goals.

Shall/Must – As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution.

Until – Up to the time of or before a specified time.

V. OFFEROR QUALIFICATIONS:

The offeror shall have a minimum of three (3) years in business providing the goods or services described herein.

VI. STATEMENT OF NEEDS:

As authorized by the General Assembly, pursuant to § 56-592 et seq. of the *Code of Virginia*, the Contractor shall provide public relations, advertising and market research for the Commonwealth’s *Virginia Energy Sense* Consumer Education and Outreach Program per the following requirements:

A. Detailed Project Work Plan & Schedule

1. **Develop a detailed project work plan and schedule for implementation and delivery for the entire five-year period of the *Virginia Energy Sense* campaign and submit the plan with proposal response. The detailed project work plan and schedule must include how all program components, tasks and time frames will be accomplished as set forth in Appendix G.**
2. The detailed project work plan must accomplish the following program goals:
 - a. Enable Consumers to Make Informed Choices

- (1) Change consumer behavior and create a demand for energy services and products that have the largest impact to meet energy goals.
 - (2) Increase consumer knowledge of electricity consumption patterns.
 - (3) Help consumers better understand information on utility bills.
 - (4) Identify areas that can be improved and steps that all Virginians can take to reduce electricity consumption.
 - (5) Ensure that all electricity customers in Virginia have access to the same information, regardless of customer class, geographic location, or utility service provider.
- b. Increase Awareness of Options for Conserving Electricity
 - (1) Provide basic no-cost/low-cost steps that the public can take with little sacrifice.
 - (2) Provide moderately priced conservation measures and information on energy efficient equipment.
 - (3) Provide resources on such topics as energy efficient home construction, high performance mechanical systems, and renewable and alternative energy sources.
- c. Enable Consumers to Reduce Electricity Consumption
 - (1) Educate consumers on how to understand their energy consumption patterns.
 - (2) Motivate consumers to make better energy decisions in the home and in the marketplace.
 - (3) Provide clear and concise information on conservation measures.
 - (4) Present facts on a range of related energy topics such as use and availability of renewable energy, understanding changing electric rate structures, demand-side management, and demand response.
- d. Foster Compliance with Consumer Protection Requirements:
 - (1) Ensure that consumers receive consistent, objective educational information from all communication sources.
 - (2) Enable consumers to distinguish between information that is educational and information that is promotional.
3. Update the detailed project work plan and schedule at the direction of the SCC to make adjustments as necessary to adapt to consumer attitudes and behavior.

B. Education Advisory Committee

1. Attend up to three committee meetings per year that may be held in locations throughout the Commonwealth.

2. Gather and prepare program information and make presentations by use of various multimedia resources including but not limited to handouts, PowerPoint presentations, etc.

C. Coordination with Other Informational Activities

1. Establish partnerships with multiple entities that have important, ongoing roles in the *Virginia Energy Sense* consumer education process to achieve direct contact with diverse audiences.
2. Partnerships shall include but are not limited to:
 - a. Non-profit organizations.
 - b. Citizen groups.
 - c. State agencies such as:
 - (1) Department of Mines, Minerals and Energy
 - (2) Department of Housing and Community Development
 - (3) Department of Environmental Quality
 - (4) Virginia Cooperative Extension Service
 - (5) State Colleges and Universities
 - d. Local governments and school systems.
 - e. Utility companies and electric cooperatives.
 - f. Nationally recognized energy conservation and efficiency programs such as ENERGY STAR.

D. Measuring Success

1. Evaluate the program and make adjustments as requested by the SCC.
2. Establish comprehensive measurement surveys to monitor the success of the consumer education program. A benchmark statewide residential survey shall be accomplished in the first quarter, and on a bi-annual basis thereafter, to allow the SCC sufficient time to address issues.

E. Market, Creative Development and Quantitative Research

1. Market Research
 - a. Assess the nature and extent of existing consumer knowledge regarding energy conservation, energy efficiency, demand-side management, demand response, and renewable energy.

- b. Develop measures that provide feedback regarding overall awareness, knowledge, and decision-making.
- c. Include questions on barriers that consumers encounter when considering conservation measures.
- d. Use tools such as opinion surveys and focus group sessions to produce research findings to help the Contractor and the SCC better understand the challenges and opportunities for the consumer education program.

2. Creative Development Research

- a. Use the exploratory research as a baseline of the existing knowledge base of Virginians to conduct creative development research to guide the public relations, advertising and grassroots initiatives.
- b. Test the creative concepts to determine what types of messages are likely to prompt action in the residential, business, and institutional sectors to determine which approach best communicates the message.

3. Quantitative Research

- a. Quantitative research shall be accomplished in a manner to provide the SCC with an objective, regular and reliable measurement of the program efforts. Results from the research shall track measures of success and provide opportunities to adjust the program accordingly to ensure that the most cost-effective communication methods are being utilized to attain campaign goals.
- b. Monitor consumer awareness and knowledge closely throughout the five-year campaign to determine and ensure the education program is effective.

F. Messaging & Target Audiences

Develop and structure messaging to position ***Virginia Energy Sense*** as the trustworthy source of knowledge about energy conservation and efficiency with the intent of reaching residential, commercial, industrial, and institutional audiences.

1. The residential sector accounts for about 40 percent of the electricity consumed in Virginia. The message shall be structured to:
 - a. Help households identify immediate and cost-effective actions to reduce electric energy consumption in the home.
 - b. Emphasize the best option for reducing energy costs is energy conservation.
2. The commercial sector accounts for about 30 percent and the industrial sector for about 20 percent of the electric energy consumed in Virginia. The message shall be structured to:

- a. Outline simple steps and programs that can be used by smaller commercial operations to save energy, as well as the expected return or payback time.
 - b. Leverage existing communication sources for information on conservation best practices, savings through upgraded facilities, utility company programs, and other energy services for larger commercial and industrial operations.
 - c. Seek partnerships with Virginia colleges and universities offering industrial assessment centers that use faculty and graduate students to conduct energy surveys, assessments and audits.
3. Schools and government facilities account for 10 percent of the electric energy consumed in Virginia. Messaging to schools and government facilities shall highlight energy efficiency success stories in Virginia communities.
 4. Evaluate and revise messaging as necessary.

G. Website Development and Maintenance

1. Develop and implement a comprehensive, stand-alone *Virginia Energy Sense* website with SCC input and approval within six (6) months of the contract award date. **The site shall comply with the *Code of Virginia* § 2.2-3500. The website shall meet the Web Accessibility Initiative Priority 1 checkpoints for accessibility compliance for state websites. The checklist is available at <http://www.w3.org/TR/WCAG10/full-checklist.html>. The *Virginia Energy Sense* website shall contain tabs or links to information on energy efficiency and conservation for the residential, commercial and industrial, and institutional sectors to include the following:**
 - a. Education materials, including “how-to” tip sheets and frequently asked questions, shall be customized for individual target audiences.
 - b. Interactive sources and video clips to enhance the clarity of information on energy saving tips as well as the implementation of new technologies.
 - c. A comprehensive glossary of terms.
 - d. Links to energy-related issues at the SCC, energy education websites for federal and state agencies, electric utilities, community-based organizations, renewable energy websites, and other energy services and products.
 - e. Ability for consumers to sign up for an electronic newsletter on energy conservation topics, submit questions or request materials.
2. Implement the *Virginia Energy Sense* website on an outside server owned or leased by the Contractor. The SCC owns a registered domain name for the site. The SCC's web team shall be extended access rights to the outside server to review, test and approve. At the conclusion of the contract, the website shall be transferred to an SCC server or other location as determined by the SCC.

3. Provide ongoing system maintenance and support (including version upgrades, problem analysis and resolution, fixes, patches, etc.) and obtain any licenses required for the website.
4. Add new website features and information as directed by the SCC.

H. Information Line

1. Provide recommendations to the SCC for consideration on any updating of the existing toll-free information line (1-877-937-2004) maintained by the SCC and available for residential and business customers to place inquiries related to energy efficiency and conservation, or to request informational materials.
2. Assist in evaluating any future need for a separate toll-free call center/service.

I. Informational Materials

1. Develop high quality information materials for the program, in accordance with the not-to-exceed budget found in Section VII, to raise awareness of energy efficiency, load management and conservation initiatives occurring in Virginia.
2. Tailor information currently available from government sources and national organizations for the specific needs of Virginians.
3. Develop and provide a variety of easy-to-read materials that prominently display the ***Virginia Energy Sense*** logo, website and toll-free information line. The informational materials include, but are not limited to the following:
 - a. Consumer guides.
 - b. Brochures.
 - c. Bill inserts.
 - d. Energy-saving tip sheets.
 - e. Other educational materials.
4. Encourage partnerships with groups or organizations as identified during the course of the program to adapt ***Virginia Energy Sense*** consumer information materials to meet the unique needs of various population segments.
5. Translate materials as indicated by market research into multiple languages or make available in alternative formats for people who are visually or hearing impaired.
6. Share information materials with utilities, consumer groups and government agencies for distribution at energy conservation-related presentations and events.
7. Maintain inventories of printed materials.

J. Media Planning and Advertising

1. Develop a media plan with advertising recommendations from information gathered during research determining the target audiences, markets, timing, reach and frequency. The SCC must approve the media plan and recommendations prior to the Contractor proceeding with and completing any production.
2. Develop advertising strategies that include a combination of broad reach media and locally focused media outlets to enhance awareness among target audiences and transform that awareness into widespread consumer action. The strategy shall include promotional tie-ins, sponsorships, and public service announcements. The campaign shall utilize a combination of traditional media (radio, TV, print, etc.) and new media ("online," interactive, social, etc.). Development shall include evaluating, revising media planning and messaging as necessary. Ad production shall continue throughout the course of the contract.
3. Contract for media and ad production upon SCC review and approval of advertising strategies.
4. Evaluate and revise the media plan as necessary.

K. Media/Public Relations/Grassroots Outreach/Education

1. Media - Coordinate and implement public service announcements on local radio, TV and cable outlets to complement paid advertising and news coverage. The Contractor shall seek out multiple opportunities for positive media coverage of ***Virginia Energy Sense*** through events, media information kits, media briefings, interviews, editorial board meetings, release of consumer awareness surveys, and other methods. The campaign shall reach consumers through major media outlets, local and specialized publications, and online media.
2. Public Relations - Use a regional approach to public relations activities to support ***Virginia Energy Sense*** that are designed to complement the advertising and community outreach components of the campaign. Exhibits and information booths shall be designed to participate and deliver information at public events such as energy fairs, energy workshops, county fairs, and the State Fair of Virginia. Depending on the success of the education program, the SCC may require the Contractor to modify its approach, target specific audiences or regions, or revise its messages. The Contractor shall be flexible to allow for modifications as needs and developments change.
3. Grassroots Outreach - Ensure outreach includes communicating with hard-to-reach populations by the involvement of consumer groups, community-based organizations, and government agencies. The Contractor shall ensure ***Virginia Energy Sense*** enlists these strategic allies to reach groups including the low-income, elderly, non-English speaking, rural, and hearing and visually impaired. The campaign shall provide input to these groups, organizations and agencies for

their web pages, newsletter copy and other materials that promote general awareness of energy conservation.

4. Energy Education in Schools - Assist the SCC in establishing partnerships and support of programs that enable the program to play a key role in enhancing energy education courses for school-aged children in Virginia.
5. Expand outreach activities, apply best practices and lessons learned in previous year.

L. Future Consumer Education and Outreach

The Offeror shall provide their detailed approach to developing a plan in year four (4) of the five- (5) year campaign that provides the SCC the appropriate level of education that may be required beyond the five-year Virginia Energy Sense campaign to sustain and improve customer awareness. Offeror shall submit their detailed approach to developing the plan with proposal response.

VII. BUDGET PROJECTION:

- A. Provided below are the budget **projections** for the program, **year one (1) total budget amount shall not increase, years two (2) through five (5) are estimated budget projections of which the budget line component cost may increase or decrease based on the SCC's determination and approval, however, the budget projection annual totals shall not be exceeded.** The total **NOT-TO-EXCEED budget projection** for each year covers all related costs, except the Contractor's **effort, that results in a final work product as required by this RFP.** The budget amounts for the program allow traffic/sizing **related costs up to and not exceeding 1% per media buy.**

Budget Projection

Item	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1. Research	\$180,000	\$150,000	\$135,000	\$100,000	\$70,000	\$635,000
2. Info. Materials	\$100,000	\$100,000	\$100,000	\$100,000	\$50,000	\$450,000
3. Grassroots Outreach	\$100,000	\$200,000	\$200,000	\$200,000	\$100,000	\$800,000
4. Public Relations	\$100,000	\$125,000	\$100,000	\$100,000	\$100,000	\$525,000
5. Website	\$200,000	\$150,000	\$50,000	\$50,000	\$50,000	\$500,000
6. Ad. Production	\$150,000	\$225,000	\$400,000	\$335,000	\$100,000	\$1,210,000
7. Advertising	\$0	\$450,000	\$1,800,000	\$1,500,000	\$450,000	\$4,200,000
Totals	\$830,000	\$1,400,000	\$2,785,000	\$2,385,000	\$920,000	\$8,320,000

- B. The scope of the items set forth in **the RFP** may change for each subsequent **Virginia Energy Sense** campaign year and budget lines may increase or decrease or be removed completely. **Therefore, the SCC reserves the right to adjust the Contractor's Not-To-Exceed hours stated in Section XV, Pricing Schedule, Appendix F, based on the percent of increase or decrease in the annual campaign budget.** Detailed below for illustrative purposes only are examples of how such changes could affect the Contractor's not-to-exceed hours:

Example 1 (Decrease in Annual Budget)

Item	1 st Subsequent Yr Budget	Not-To-Exceed Hours Proposed	1 st Subsequent Yr Budget Revised	Not-To-Exceed Hours Change	% Decrease
1. Research	\$150,000	150	\$135,000	135	15%
2. Info. Materials	\$100,000	75	\$100,000	75	0%
3. Grassroots Outreach	\$200,000	175	\$150,000	131	25%
4. Public Relations	\$125,000	100	\$75,000	75	40%
5. Website	\$150,000	75	\$125,000	62	17%
6. Ad Production	\$225,000	80	\$150,000	53	33%
7. Advertising	\$450,000	250	\$350,000	194	22%
Totals	\$1,400,000.00	905	\$1,085,000.00	725	21%

Example 2 (Increase in Annual Advertising Budget)

Item	1 st Subsequent Yr Budget	Not-To-Exceed Hours Proposed	1 st Subsequent Yr Budget Revised	Not-To-Exceed Hours Change	% Increase
1. Research	\$150,000	150	\$150,000	150	0%
2. Info. Materials	\$100,000	75	\$125,000	94	25%
3. Grassroots Outreach	\$200,000	175	\$200,000	175	0%
4. Public Relations	\$125,000	100	\$125,000	100	0%
5. Website	\$150,000	75	\$175,000	85.5	14%
6. Ad Production	\$225,000	80	\$250,000	88	10.5%
7. Advertising	\$450,000	250	\$500,000	276	10.5%
Totals	\$1,400,000.00	905	\$1,525,000.00	968.5	8.9%

VIII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. General Requirements

1. RFP Response: In order to be considered for selection, Offeror must submit a complete response to this RFP. Proposal shall be submitted as required in Section VIII, C. 1 (Format) and 2 (Organization) and as requested below, so marked, and sealed separately as follows:
 - a. One (1) complete **original** proposal contained in a single three (3) ring binder (do not include pricing) and one (1) CD of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
 - Offeror name
 - “*Original Proposal*”
 - RFP #SCC-09-001-IRD
 - b. One (1) complete copy of **redacted copy** (removing any proprietary data or material) of original proposal contained in a single three (3) ring binder (do not include pricing) and one (1) CD of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
 - Offeror name
 - “*Redacted Copy of Original Proposal*”
 - RFP #SCC-09-001-IRD
 - c. Five (5) **copies** of the Original proposal (do not include pricing) contained in single three (3) ring binders and one (1) CD of the same in a

Microsoft compatible file format included in each binder. Clearly indicate the following on the sealed package and on each of the three (3) ring binders:

- Offeror name
- *“Original Proposal Copies”*
- RFP #SCC-09-001-IRD

d. One (1) complete **Pricing** proposal contained in a single three (3) ring binder and one (1) CD of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:

- Offeror Name
- *“Pricing Proposal”*
- RFP #SCC-09-001-IRD

No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. The proposal shall be signed by a person(s) legally authorized to bind the Offeror to a contract. The proposal must contain the legal name of the Offeror and a statement as to whether the Offeror is a sole proprietor, a partnership, a corporation, a limited liability company, or any other legal entity. A proposal submitted by an agent must have a current Power of Attorney attached certifying the agent's authority to bind the Offeror. The Offeror must include a statement that it is authorized to do business in the Commonwealth of Virginia.
- b. All information requested should be submitted as requested in Section VIII, C. 1 and C. 2 below. Failure to submit all information and in the format requested may result in the SCC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the SCC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Ownership of all data, materials, and documentation originated and prepared for the SCC pursuant to the RFP shall belong exclusively to the SCC and be subject to public inspection. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke the protections of § 2.2-4342 F of the Code of Virginia, in writing, either before or at the time the

data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as underlining or highlighting and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- e. Upon award, the selected Offeror shall provide to the SCC two (2) CD's in any Microsoft compatible file format, two (2) bound hard copies of the entire RFP response to include any negotiated changes and one (1) CD in any Microsoft compatible file format, and one (1) bound hard copy redacted (removing all proprietary information or material) of the entire RFP response to include any negotiated changes of the same.
- f. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SCC. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The SCC will schedule the time and location of these presentations. Oral presentations are an option of the SCC and may or may not be conducted.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so the Evaluation Committee may properly evaluate your capabilities to provide the required services.

- 1. Specific Plans (Proposal) – Offeror must provide specific plans for providing the proposed services to include a written narrative that:

- a) Demonstrates the Offeror's understanding of the requirements requested in Section VI (Statement of Needs) and Section X (Reporting and Deliverables);
- b) Demonstrates Offeror's in-depth knowledge of the public relations/advertising/market industry and capability and experience in developing, implementing, operating, maintaining and providing needs similar to those stated in the Statement of Needs (Section VI);
- c) Describes how Offeror proposes to provide and meet each specific requirement in the Statement of Needs (Section VI) and Reporting and Deliverables (Section X);
- d) Includes any advantages Offeror has over its competition, including any services Offeror currently provides or plans to utilize in the near future, that are unique within the industry and could be advantageous to the SCC;
- e) Indicates acceptance of all General and Special Terms and Conditions (reference Section XIII and XIV);
- f) Identifies all staff, including management personnel and account managers, responsible for the relationship between the Contractor and the SCC, and those staff members who will provide the services requested in this solicitation in the event of a contract award (if any), to include:
 - Complete names, business and cellular telephone numbers, fax numbers and email addresses;
 - Description of relevant experience of each and their qualifications;
 - The function(s) or portion of service each proposed staff member will perform.
- g) Includes any additional information Offeror feels is relevant to this RFP. Offerors are encouraged to discuss any creative approaches in providing the requested services and address any aspects of their offering or capability to provide the requested services in such a manner that would enhance efficiency and/or reduce costs.
- h) Includes a detailed project work plan and schedule that demonstrates how Offeror proposes to implement the *Virginia Energy Sense* campaign and complete all associated requirements within the time frames stated in Appendix G, *Virginia Energy Sense* Consumer Education and Outreach Program Timeline.

2. Appendices

Offeror shall complete and submit the additional requested information:

- a) Appendix A – Small, Women-Owned, and Minority-Owned Businesses
 - b) Appendix B - Offeror Data Sheet
 - c) Appendix C – W-9/Request For Taxpayer Identification Number and Certification
3. Pricing Proposal – Complete Appendix F, Pricing Schedule, and submit in separate binder (**Binder 2**).

C. SPECIFIC PROPOSAL FORMAT/ORGANIZATION/IDENTIFICATION

1. Proposal Format - Offerors are required to follow the Proposal Format for paper submissions and include all items indicated under Proposal Organization (reference 2. below) in their proposals:
- Provide proposal in a three-ring binder
 - Printed on white paper with dimensions of 8.5” X 11” with right and left margins of one (1) inch
 - Use Times New Roman font with size of twelve (12).
 - All proposal sections must be separated by tabs to indicate specific proposal sections as requested in section 2 below.
 - All pages of the proposal should be numbered.
 - Each paragraph in the proposal should reference the paragraph number of the corresponding section, sub-letter, and repeat the text of the requirement as it appears in the RFP.
 - If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page.
 - Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted as directed in section 2 below and designated as additional material.
 - Proprietary or trade secret data or material (if any) must be specifically identified by including the specific proposal section(s) and page number(s) to be protected and state the reasons why protection is necessary (see § 2.2-4342 F of the *Code of Virginia*).
 - Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
2. Proposal Organization – Proposals should adhere to the following outline and should not include any items not identified in the outline.

Original Proposal Organization - Binder 1

- Tab 1 – Original RFP with Cover page (completed and signed) and Addenda (if any)

- Tab 2 – Table of Contents
- Tab 3 – Proprietary Data - Listing of Proprietary Data referencing specific proposal section, page numbers and reasons protection is needed (See § 2.2-4342 F of the *Code of Virginia*).
- Tab 4 – Glossary of Terms and Abbreviations
- Tab 5 – Executive Summary
- Tab 6 – Responses as outlined and required in Section VIII, *Specific Proposal Instructions*, B.1 (a through h)
- Tab 7 – Responses to Section VIII, *Specific Proposal Instructions*, B.2 (a, b, and c)
- Tab 8 – Offeror Advantages to include samples of print and broadcast products an offeror desires to present.

Pricing Proposal Format - Binder 2

- Tab 1 - Response to Section VIII, B. 3, Appendix F, *Pricing Proposal* (Years 1 through 5).

3. **Identification of Proposal Envelopes:** - The signed “*Original*” Proposal and CD, “*Redacted*” copy of Original Proposal and CD, “*Copies*” of Proposal and CD, and “*Pricing*” Proposal and CD are required to be submitted in **separate sealed envelope(s) or package(s) for each and identified as follows:**

From: _____	<u>May 5, 2009</u>	<u>Until 2:00 PM</u>
Name of Offeror	Due Date	Time
_____	<u>#SCC-09-001-IRD</u>	
Street or Box Number	RFP NO.	
*Contents: _____		
(Indicate contents of envelopes as either “ Original ” Proposal, “ Redacted ” copy of Original Proposal, “ Copies ” of Original Proposal or “ Pricing ” Proposal.)		
_____	<u>Virginia Energy Sense Campaign</u>	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: Jim Warren, VCO

The envelopes should be addressed as directed on page 2 of the solicitation and identified as directed above. If a proposal is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation (see page 2). No other correspondence or other proposals should be placed in the envelope.

IX. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria

Proposals shall be evaluated by the SCC using the following criteria:

1. Demonstrated experience, qualifications, ability, and expertise of Offeror and the proposed staff in meeting the identified needs herein;
2. Specific plans and overall suitability of proposal;
3. Clear understanding of the project and completeness of proposal;
4. Offeror advantages including the quality and creativity of print and broadcast products produced;
5. ***References;**
6. Small, Women-Owned, and Minority Owned Businesses Participation;
7. Acceptance of Terms and Conditions;
8. Financial Viability of Offeror;
9. Price.

Points assigned to each criteria will be posted prior to 2:00 p.m., May 5, 2009, on the following websites: www.eva.virginia.gov and www.scc.virginia.gov

***References** - All proposals will initially be evaluated and scored based on Criteria 1, 2, 3, 4, 6, 7, 8, and 9. For those proposals that make it through to the second round of evaluations, references will then be checked and scored accordingly.

B. Award of Contract

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract (reference Appendix D) incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's proposal as negotiated.

X. REPORTING AND DELIVERABLES:

A. Reporting.

1. The SCC Director of Information Resources has executive responsibility for direction and management of the resulting contract. The Education Resources Manager, who reports directly to the Director of Information Resources, is responsible for:
 - Overseeing the resulting contract as it relates to policy or procedural questions;
 - Determining needed changes in emphasis or end product;
 - Assessing the progress and problems related to the contract;
 - Identifying any compliance issues with the terms of the contract and reporting them to the Procurement Office.
2. The Contractor shall deliver a written status report to the Education Resources Manager on a mutually agreed day of the week. The report shall describe all accomplishments, milestones embarked upon or achieved and problems or other issues regarding the project.

B. **Deliverables.** The following deliverables are anticipated by the SCC:

1. Project Plan & Schedule – Year 1 (with proposal and adjusted thereafter)
2. Website Development – Year 1 (In service within six months of the contract award date)
3. Informational Materials (Printed) – Years 1 through 5
4. Creative Advertising Media Plan – Year 1
5. Media Purchases – Years 2 through 5
6. Develop and provide plan for level of education beyond the five-year planning period – Year 4

XI. TENTATIVE SCHEDULE OF EVENTS:

	Activity	Date
1.	Issue Request For Proposals	April 1, 2009
2.	Preproposal Conference Held	April 14, 2009
2.	Last Day To Receive Written Questions	April 23, 2009
3.	Proposals Due Until 2:00 PM	May 5, 2009
4.	Proposal Review and Negotiations	To Be Determined
5.	Contract Award	To Be Determined
6.	Contract Date	To Be Determined

XII. OPTIONAL PREPROPOSAL CONFERENCE:

An optional preproposal conference will be held at **1:00 PM, April 14th, 2009**, at the State Corporation Commission, 1300 East Main Street, Richmond, Virginia. The conference will be held in Courtroom B on the 2nd floor.

The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Offerors planning to attend the conference on-site should bring a copy of the solicitation with you.

The conference is expected to be no more than 1-2 hours in length. Offerors who plan to participate should contact Jim Warren at (804) 371-9581 or by email (jim.warren@scc.virginia.gov) **no later than April 10th, 2009** to indicate their intention of attending the on-site conference.

Offerors are encouraged to submit written questions in advance of the preproposal conference to allow the SCC time to review and provide a response at the conference. All questions should be submitted no later than two (2) business days prior to the conference date. The SCC will provide written responses to Offeror inquiries via e-mail; verbal responses will not be provided. Any changes resulting from the preproposal conference will be issued in a written addendum to the solicitation.

XIII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety (excluding Chapter 9). The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposal, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to

the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any

Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit

may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limies Required For Most Contracts:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal

injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence.

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

XIV. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the State Corporation Commission will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the State Corporation Commission has purchased or uses any of its products or services, and the contractor shall not include the State Corporation Commission in any client list in advertising and promotional materials.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **CONFIDENTIALITY OF INFORMATION:** Contractor agrees to observe complete confidentiality with response to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is the SCC's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by the SCC or while on SCC premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the SCC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all contractors' agents, employees, successors, assigns, or subcontractors that are engaged by the SCC of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, its agents, employees, successors, assigns, or subcontractors regarding the restrictions herein.
- E. **INDEPENDENT CONTRACTOR:** The contractor shall be considered an independent contractor and neither the contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.

- F. **LIABILITY INSURANCE AND INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the SCC, its officers, commissioners and employees (“SCC”) from and against any and all third party claims, or direct damages suffered by the SCC, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys’ and accountants’ fees and disbursements) and costs (each, a “Claim” and collectively, “Claims”), incurred by, borne by or asserted against the SCC to the extent such Claims in any way relate to, arise out of or result from: (i) any act or omission of any Contractor employee or Subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in the Deliverables or the service(s), or (iv) any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Deliverables or service(s). Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement must be satisfactory to the SCC.
- G. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- H. **RENEWAL OF CONTRACT:** This contract may be renewed by the SCC for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the SCC elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the “Other Services” category of the CPI-W section, Table 4, of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “Other Services” category of the CPI-W section, Table 4, of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- I. **CERTIFIED SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** The SCC welcomes and

encourages proposals from certified small businesses, including but not limited to women-owned and minority-owned businesses, either as prime contractors or subcontractors to prime contractors. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to certified small, women-owned and minority-owned businesses. Names of firms are available on the Commonwealth of Virginia electronic procurement website: <http://eva.virginia.gov>. When such business has been subcontracted to these firms, Contractor agrees to provide the information required in Appendix A to this solicitation.

- J. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. **THIRD PARTY ACQUISITION:** The Contractor shall notify the SCC one hundred and eighty (180) days in advance and in writing should the associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the SCC's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- L. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the SCC pursuant to the solicitation shall belong exclusively to the SCC and be subject to public inspection, subject however to the provisions of Paragraph D "Confidentiality of Information" above. All materials generated under this contract shall be considered work made for hire. The SCC shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, databases and documentation developed or generated under this contract including without limitation unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit or prohibit any other person including the contractor from doing so. To the extent the contractor may be deemed at any time to have any of the foregoing rights the contractor agrees to assign and does hereby assign such rights to the SCC.

XV. PRICING SCHEDULE:

See Appendix F.

XVI. METHOD OF PAYMENT:

A. **The Contractor shall invoice the SCC monthly in arrears for Contractor's effort at the blended hourly rate and any actual cost associated with and resulting in final work products as required in this RFP. The Contractor must provide an itemized invoice with supporting verifiable documentation. The itemized invoice shall break out the total number of hours for Contractor effort by the detailed budget tasks performed, number of associated hours by the position title category (i.e., website development - contractor 20 hours, subcontractor 10 hours, administrative 5 hours, etc.) for each budget line item at the blended hourly rate. Actual costs associated with final work products that are other than the Contractor's effort shall also be itemized on the invoice. The Contractor shall provide supporting documentation that shows the Contractor's actual cost without any mark-up for all advertising purchased. The supporting documentation shall include a copy of the programming schedule and an affidavit that verifies advertisement run date(s) and time(s). For media buys, the Contractor shall provide supporting documentation that includes original invoices received by the Contractor reflecting actual cost to the Contractor, tear or run sheets (if applicable), and traffic/sizing related costs associated with placing the media buys (if applicable), up to and not exceeding 1% of the applicable media buy.**

B. Invoices shall be submitted to:

State Corporation Commission
Information Resources Division (IRD)
P.O. Box 1197
Richmond, VA 23218

XVII. APPENDICES:

Appendix A – Small, Women-Owned, and Minority-Owned Businesses
Appendix B – Offeror Data Sheet
Appendix C – Standard Contract Example
Appendix D – W-9 Request for Taxpayer Identification Number and Certification
Appendix E – Directions to the Tyler Building
Appendix F – Pricing Schedule
Appendix G – Virginia Energy Sense Consumer Education and Outreach Timeline

APPENDIX A – SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESSES

I. SMALL BUSINESS CERTIFICATION

Small businesses, including but not limited to women-owned and minority-owned businesses, that meet the small business designation as defined in Section II must be certified prior to the date set for receipt of bids, proposals or quotes. Small businesses that meet the designation in Section II and are already certified by either the Virginia Department of Minority Business Enterprise (DMBE) or by another source that meets the small business designation as defined in Section II, must provide a copy of the small business certification. (Businesses who desire more information on the Commonwealth of Virginia certification program may reference the DMBE website www.dmbv.virginia.gov).

II. SMALL BUSINESS DESIGNATION

If your company is certified as a small business, including but not limited to women-owned and minority-owned businesses, as defined below, please check the appropriate box:

☐ **Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

☐ **Small Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

☐ **Small Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

Minority Individual: "Minority individual" means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

- a. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- b. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern

Marianas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

- c. "Hispanic American" means a person having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- d. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

III. SUBCONTRACTING SMALL BUSINESS OPPORTUNITIES

Does your company intend to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses? Check the appropriate box below:

☐ YES

☐ NO

If YES is checked proceed to Section IV (1-3) of this Appendix for additional requirements.

IV. SUBCONTRACTING WITH SMALL BUSINESSES.

1. Prime contractors that do not meet the small business designation stated in Section II are encouraged to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses. To assist in locating such small businesses, the following searchable databases and/or member listings are provided:

- eVA (Virginia's Web-based Purchasing System)
<http://www.eva.virginia.gov>
- Virginia Minority Suppliers Development Council (VMSDC)
<http://www.vmsdc.org>
- Metropolitan Business League (MBL)
<http://www.thembl.com>
- Pro-Net (Small Business Administration)
<http://pro-net.sba.gov/>
- Diversity Business for multicultural-owned businesses
<http://www.diversitybusiness.com/>
- Other Small Business Organizations (such as Virginia Chapter of National Federation of Independent Businesses www.nfib.com/object/stateDirVA.html or the Virginia Chamber of Commerce www.vachamber.com)

2. Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, must report the planned utilization of small businesses in performance of this contract. The following minimum information must be provided with Offeror's proposal to the SCC Procurement Office for purposes of awarding points under this solicitation:

- **Small Business Name & Address**
- **Contact Person, Telephone Number & Email Address**
- **Type of Goods and/or Service provided**
- **Planned Contract Dollars During Period of Contract for Utilization of Small Businesses**

Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, will be awarded points for certified small business utilization.

3. Prime contractors awarded a term contract by the SCC that state their intent to utilize certified small businesses as subcontractors, including but not limited to women-owned and minority-owned businesses, shall submit a monthly report to the SCC of all dollars spent during the period of the contract with small business subcontractors that provide goods and/or services under this contract. The report shall be due by the 10th of the month following the month for which the spend data is being reported. At a minimum, the following information must be provided to the SCC Procurement Office:

- **Applicable Month and Year**
- **Small Business Name & Address utilized**
- **Contact Person, Telephone Number & Email Address**
- **Type of Goods and/or Services Provided**
- **Amount of Actual Monthly Spend Provided to Each Small Business**
- **Evidence of Compliance (documentation that supports actual monthly spend, i.e., copy of check paid to small business, copy of paid invoice, etc.)**

APPENDIX B – OFFEROR DATA SHEET

(To Be Completed by Offeror)

Qualifications of Offeror: The offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

Offeror Corporate Overview:

1. Years in business: Indicate the length of time you have been in business providing this type of service:
_____years _____months.
2. Background and Experience: Provide background and experience in this market.
3. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also provide the identity of any subsidiaries, as applicable.
4. Organization & Structure: Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and SCC's stated needs and requirements. Organizational charts are helpful supplements to your explanations.
5. Corporate History and Structure: In the event significant company changes have occurred within the past three years (e.g., merger, acquisition, etc.), or may be planned to occur, explain the change(s) and how it has, or has not, or may impact the company's financial viability.
6. Locations: Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
7. Strategic Relationships: State any subcontractors and outsourced services to be used in performance of any contract resulting from this solicitation.
8. Quality Program: Describe all quality programs your company has adopted which directly impact your proposed solution.

Financial Information:

9. Dun and Bradstreet: Provide a comprehensive Dun and Bradstreet Report of your company's financial information.
10. Annual Reports:
 - **Provide your most recent three years of certified, audited financial statements with Balance Sheet, Income Statement and Cash Flow Statement with auditor comments and footnotes.**
 - **In the event your most recent certified, audited financial statements do not include the current year (2009) financial data, the current year (2009) financial data must be provided even though it may be un-audited.**

11. Total Revenue: Indicate your company's total annual revenue for the last complete 12 months, the most recent total annual revenue, and the portion of those revenues associated with the requirements of this solicitation.
12. Financial Viability. To assist the SCC with determining your company's solvency, profitability and liquidity, provide a written analysis of your company's current ratios for each of the following:
 - debt to equity ratio
 - debt to assets ratio
 - Equity to assets ratio
 - Net profit ratio
 - Current assets to current liabilities ratios

References:

13. Customer References: The Offeror must demonstrate a proven record of successfully providing services similar to those defined in Section VI to customers of similar scope and complexity. The references must be from past and/or current commercial or government accounts, including the SCC if applicable. The Offeror shall provide three references, with contact names, email addresses, phone number and service descriptions (specific services provided), which the SCC may use in reference checking. If your firm has provided the requested services to the SCC in the past, the SCC must be listed as a reference.

The SCC will make such reasonable investigations as deemed proper and necessary to determine the ability of an Offeror to perform the contract and these may include, but may not be limited to, reference checks and interviews. Offeror should verify the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to submitting them. Indicate whether any commercial, government or state contracts have not been extended or have been cancelled for performance issues in the last three (3) years.

Offeror Reference # 1 Organization/Company Name _____

Period of Performance (Contract) From _____ through _____
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

Offeror Reference # 2 Organization/Company Name _____

Period of Performance(Contract) From: _____ through _____
(Beginning Date) (Ending Date)

Contact Names(s)	Email	Phone Number	Service Description

Offeror Reference # 3 Organization/Company Name _____

Period of Performance (Contract) _____ through _____
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

APPENDIX C – W-9/REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
	Name		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶		<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	City, state, and ZIP code		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



APPENDIX D – STANDARD CONTRACT

COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

EXAMPLE

Contract Number: RFP # _____

This contract entered into this ___ day of _____, by _____ hereinafter called the “Contractor” and Commonwealth of Virginia, State Corporation Commission called the “SCC.”

WITNESSETH that the Contractor and the SCC, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the SCC as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____, with _____-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions
 - (c) The Special Terms and Conditions including any modifications
 - (d) Addenda (if any)
- (3) The Contractor’s Proposal dated _____ and the following negotiated modifications to the Proposal and their date, all of which documents are incorporated herein.
- (4) Clarifications to Contractor’s Proposal

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

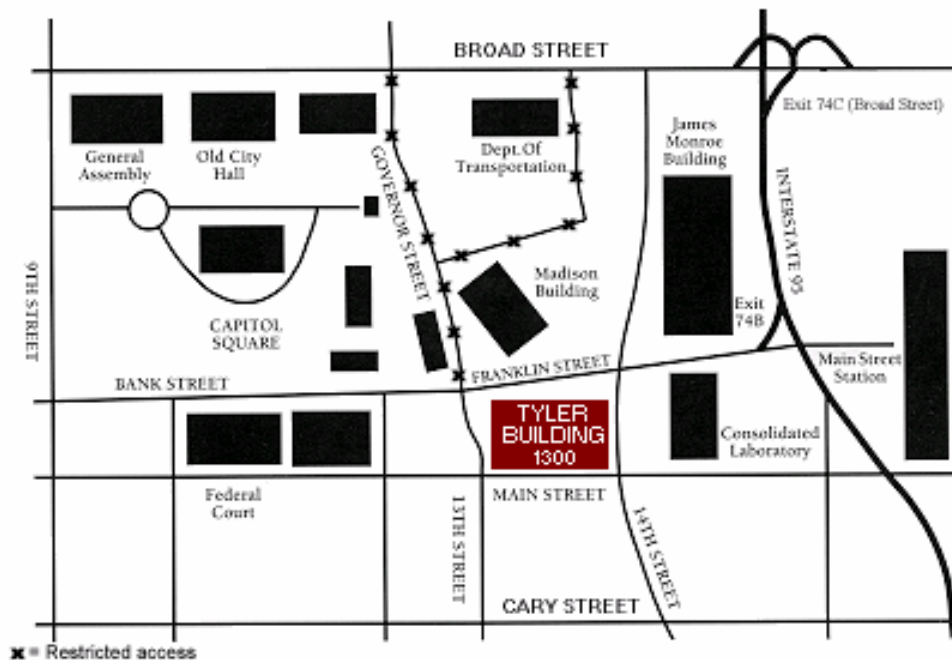
By: _____

Title: _____

Title: _____

APPENDIX E – DIRECTIONS TO THE TYLER BUILDING

- ▮ Approaching Richmond from the NORTH: Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- ▮ Approaching Richmond from the WEST: Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- ▮ Approaching Richmond from the EAST: Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- ▮ Approaching Richmond from the SOUTH: Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.
- ▮ From the RMA Downtown Expressway (Rt. 195): - Take Rt. 195 South into Richmond (through 50-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.



APPENDIX F – PRICING SCHEDULE

The Contractor shall provide the services for delivery of the final work product as detailed in this RFP, within the budgeted amount and at the proposed **NOT-TO-EXCEED** number of hours and rates indicated below:

1. Year One

Component	Budget	Position Title	*Not-To-Exceed Hours	**Blender Hourly Rate	Total
Research	\$180,000.00	Contractor effort			
Info Materials	\$100,000.00	Contractor effort			
Grassroots Outreach	\$100,000.00	Contractor effort			
Media/Public Relations	\$100,000.00	Contractor effort			
Website	\$200,000.00	Contractor effort			
Ad. Production	\$150,000.00	Contractor effort			
Advertising	\$0.00	Contractor effort	0	0	0
TOTALS					

2. Year Two

Component	Budget	Position Title	*Not-To-Exceed Hours	**Blended Hourly Rate	Total
Research	\$150,000.00	Contractor effort			
Info Materials	\$100,000.00	Contractor effort			
Grassroots Outreach	\$200,000.00	Contractor effort			
Media/Public Relations	\$125,000.00	Contractor effort			
Website	\$150,000.00	Contractor effort			
Ad. Production	\$225,000.00	Contractor effort			
Advertising	\$450,000.00	Contractor effort			
TOTALS					

Note: The *Not-to-Exceed Hours represents the Contractor's effort which shall be the maximum proposed hours the Contractor, the Contractor's staff and any subcontractor or subcontractor staff anticipates to expend that results in services to provide final work products as required by this RFP. Contractor's effort shall be based on a blended hourly rate for the Contractor, Contractor's staff and any subcontractor or subcontractor staff that results in labor cost to provide final work products as required by this RFP. The **Contractor effort hourly rate shall be inclusive of all associated costs.

Appendix F Continued – Pricing Schedule

3. Year Three

Component	Budget	Position Title	*Not-To-Exceed Hours	**Hourly Rate	Total
Research	\$135,000.00	Contractor effort			
Info Materials	\$100,000.00	Contractor effort			
Grassroots Outreach	\$200,000.00	Contractor effort			
Media/Public Relations	\$100,000.00	Contractor effort			
Website	\$50,000.00	Contractor effort			
Ad. Production	\$400,000.00	Contractor effort			
Advertising	\$1,800,000.00	Contractor effort			
TOTALS					

4. Year Four

Component	Budget	Position Title	*Not-To-Exceed Hours	**Hourly Rate	Total
Research	\$100,000.00	Contractor effort			
Info Materials	\$100,000.00	Contractor effort			
Grassroots Outreach	\$200,000.00	Contractor effort			
Media/Public Relations	\$100,000.00	Contractor effort			
Website	\$50,000.00	Contractor effort			
Ad. Production	\$335,000.00	Contractor effort			
Advertising	\$1,500,000.00	Contractor effort			
TOTALS					

Appendix F Continued – Pricing Schedule

5. Year Five

Component	Budget	Position Title	*Not-To-Exceed Hours	**Blended Hourly Rate	Total
Research	\$70,000.00	Contractor effort			
Info Materials	\$50,000.00	Contractor effort			
Grassroots Outreach	\$100,000.00	Contractor effort			
Media/Public Relations	\$100,000.00	Contractor effort			
Website	\$50,000.00	Contractor effort			
Ad. Production	\$100,000.00	Contractor effort			
Advertising	\$450,000.00	Contractor effort			
TOTALS					
GRAND TOTAL Contractor effort for all five years					

Hourly Rate: The Offeror shall indicate in the table below the position titles and hourly rates that make up the blended hourly rate for the Contractor's effort.

Contractor effort blended hourly rate			
Position Title	Contractor Hourly Rate	Subcontractor Hourly Rate	Blended Hourly Rate
Blended Hourly Rate			

APPENDIX G – Virginia Energy Sense Consumer Education and Outreach Program Timeline

Program Components	Tasks	Time Frame
Detailed Project Work Plan & Schedule	Development	Year 1
	Update and revise at the direction of the SCC	Years 2, 3, 4 and 5
Education Advisory Committee	Attend up to three committee meetings per year	Years 1, 2, 3, 4 and 5
	Make presentations	Years 1, 2, 3, 4 and 5
Coordination with Other Informational Activities	Establish partnerships	Years 1, 2, 3, 4 and 5
Measuring Success	Evaluate program and make adjustments	Years 1, 2, 3, 4 and 5
	Accomplish statewide residential survey in first quarter	Year 1
	Accomplish statewide residential survey bi-annually thereafter	Years, 1, 2, 3, 4 and 5
Research	Market	Year 1
	Creative Development	Year 1
	Quantitative	Years 2, 3, 4 and 5
Messaging & Target Audiences	Develop and structure messaging for residential, commercial and industrial, schools and government	Year 1
	Test messaging	Year 1
	Evaluate and revise messaging as necessary	Years 3, 4 and 5
Website Development and Maintenance	Design, develop and implement within six (6) months	Year 1
	Implement on outside server	Year 1
	SCC review, testing and approval	Year 1
	Provide Ongoing maintenance	Years 1, 2, 3, 4 and 5
	Add new features and information	Years 2, 3, 4 and 5
Develop Informational Materials	Develop high quality informational materials	Year 1
	Continue development and production	Years 2, 3, 4 and 5
	Revise and update printed materials	Years 2, 3, 4 and 5
	Maintain inventories of printed materials	Years 3, 4 and 5
Media Planning and Advertising	Develop a media plan that targets audiences based on information gathered during research	Year 1
	Develop advertising strategies that include a combination of broad reach media and local media outlets	Year 1
	Contract for media, public service announcements ad production	Years 2, 3, 4 and 5
	Promotional tie-ins and sponsorships	Years 2, 3, 4 and 5
	Continue advertising production	Years 2, 3, 4 and 5
	Evaluate and revise media plan	Years 3, 4 and 5
Media, Public Relations, Grassroots Outreach, Education	Media – Develop, coordinate and implment	Year 1
	Public Relations – Use regional approach to activities and modify as needs and developments change. Establish partnerships to enable event sponsorships and participation	Year 1
	Grassroots Outreach – Ensure outreach includes hard-to-reach populations, consumer groups, government agencies, low income, elderly, non-English speaking, rural and	Year 1

Program Components	Tasks	Time Frame
	hearing and visually impaired	
	Establish Energy Education in Schools	Year 1
	Expand outreach activities and apply best practices and lessons learned in previous year	Years 2 and 3
	Implementation of all outreach activities continued	Years 4 and 5
Future Consumer Education and Outreach	Development a plan for the SCC that provides the appropriate level of education to sustain the program beyond the five (5) basic period	Year 4